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OF COUNSEL
URBAN A. LESTER

August 14, 2000

RECORDATION NO. **23045** FILED

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

AUG 15 '00 12-17 PM
Ts
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Consent Decree and Order for Judgement dated July 14, 2000, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Defendant: KND Rail Services, Inc.
1843 R.W. Berends Drive S.W.
Grand Rapids, MI 49509

Plaintiffs: R.M. Pick & Associates, Inc.
Marc Rail Consulting Services, Inc.
c/o D. Clay Taylor, Esq.
1300 Nicollet Mall
Suite 5002
Minneapolis, MN 55403

A description of the railroad equipment covered by the enclosed document is:

all railroad equipment now owned or hereafter acquired by KND Rail Services, Inc.

Mr. Vernon A. Williams
August 14, 2000
Page Two

A short summary of the document to appear in the index follows:

Consent Decree and Order for Judgement against Defendant, KND Rail Services Inc., covering all assets of Defendant including all railroad equipment now owned or hereafter acquired by KND Rail Services, Inc.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

AUG 15 '00

12-17 PM

UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA

SURFACE TRANSPORTATION BOARD

R.M. Pick & Associates, Inc.
and Marc Rail Consulting Services, Inc.,

Plaintiffs,

vs.

KND Rail Services, Inc.

Defendant.

Case No. 8:99cv237
Judge Bataillon
Mag. Judge Jaudzemis**CONSENT DECREE
& ORDER FOR JUDGMENT**

FILED	
DISTRICT OF NEBRASKA	
AT _____	M _____
AUG 21 2000	
Gary D. McFarland, Clerk	
By _____	Deputy

This Agreement and Consent Decree (the "Agreement") is made and entered into between Plaintiffs, R.M. Pick & Associates, Inc. and Marc Rail Consulting Services, Inc. (collectively "Plaintiffs"), on the one hand, and Defendant, KND Rail Services, Inc. ("Defendant"), on the other hand.

NOW, THEREFORE, the parties agree and stipulate to the entry of judgment against Defendant consistent with the terms specified herein, and it is hereby ORDERED, ADJUDGED AND DECREED, as follows:

Jurisdiction.

1. The Court has jurisdiction over the subject matter of the claims set forth in Plaintiffs' complaint and adjudicated by this Agreement, pursuant to 28 USC §1332. The Court also has personal jurisdiction over the Defendant, and Defendant does hereby waive any and all objections and defenses that it may have to the jurisdiction of the Court it has asserted or could have asserted in the litigation of the above titled matter.

I certify this to be a true copy of
the original record in my custody

GARY D. McFARLAND, CLERK

By _____

Deputy Clerk

Copies mailed on

7/2/00

1

JRM 600

40

Terms of Judgment.

2. Defendant does hereby consent to the entry of Judgment in favor of the Plaintiffs, jointly and severally, and against KND Rail Services, Inc. in the total principal amount of \$150,000.00. Defendant consents and agrees that post judgment interest shall accrue from the date of the Court's approval of this Agreement, by its execution of the attached order for judgment. The amount of said judgment is to include all compensatory and consequential damages, statutory penalties, costs, disbursements and attorneys' fees incurred prior to this date. It is specifically understood that this judgment in no fashion operates to prejudice Plaintiffs' right to assert a claim for costs, disbursements, interest or attorneys' fees that they may subsequently incur related to the enforcement of this Agreement or its resulting judgment, and to which they may be entitled under law.

3. It is further agreed that this Agreement is intended to operate as a final adjudication, in Plaintiffs' favor, of all claims asserted against Defendant in their complaint, and as Defendant's admission of liability on said claims. These claims include Plaintiffs' claims for compensatory and consequential damages on their claims brought for breach of contract and quantum meruit. These claims also include R.M. Pick & Associates, Inc.'s separate claim for statutory penalty and attorneys' fees sought for Defendant's violation of Minn. Stat. §181.145. This Agreement shall also operate as an final adjudication of Plaintiff's right to costs, disbursements and attorneys' fees as otherwise allowed by law, incurred prior to this date.

Effect of Entry of Decree.

4. Upon approval and entry of this Agreement by the Court, this Consent Decree shall constitute a final judgment between the Plaintiffs, on the one hand, and the Defendant, on the other hand, in accordance with its terms.

5. By its consent to the entry of judgment in keeping with this Agreement, Defendant does also expressly waive any right to appeal this judgment it may have under Fed.R.Civ.P. 52(b), 60, 62 or Fed.R.App.P. 3 and 4 or otherwise allowed by law. It is the intention of the parties that this Agreement and judgment operate as a final adjudication of the parties' rights as stated herein.

Retention of Jurisdiction.

6. It is agreed that the Court shall retain jurisdiction of this matter for the purpose of enforcing this Agreement and the Court's judgment.

Miscellaneous.

7. This Agreement may be modified only with the express written consent of the parties and the written approval of the Court.

8. Each of the undersigned representatives of the parties hereby certifies that he or she is fully authorized to enter into and execute this Agreement

on behalf of the party to be bound, and that he or she does knowingly and voluntarily consent to all of its terms.

AGREED:

Dated: July 14, 2000.

D. CLAY TAYLOR, P.A.

By: 

D. Clay Taylor (#204857)
1300 Nicolet Mall, Suite 5002
Minneapolis, MN 55403
(612) 904-7376

ATTORNEY FOR PLAINTIFFS
R.M. PICK & ASSOCIATES AND
MARC RAIL CONSULTING SERVICES

In Association With:

MCGRATH, NORTH, MULLIN & KRATZ, P.C.

John P. Passarelli (#16018)
Patrick E. Brookhouser, Jr. (#19245)
One Central Park Plaza
Suite 1400
Omaha, NE 68120

Dated: July 18, 2000.

**HANSEN, ENGLES, KETCHAM,
OLSON & BUCKLEY, P.C.**

By: 

Melvin C. Hansen (#11697)
800 Exchange Bldg.
1905 Harney Street
Omaha, NE 68102-2314
(402) 348-0900

ATTORNEY FOR DEFENDANT
KND RAIL SERVICES, INC.

ORDER FOR JUDGMENT.

Upon the parties' joint request for the Court's approval of their Consent Decree, it is hereby ORDERED that:

1. The Court hereby approves the Agreement and Consent Decree between the plaintiffs and defendant as attached hereto. The Court finds that the Agreement and Consent Decree is, in all respects, fair, reasonable and adequate.

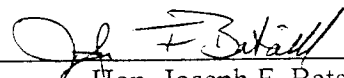
2. There being no just reason for delay, the court hereby dictates entry of this Final Order as a final judgment pursuant to Fed.R.Civ.P. 54(b). The Clerk of the District Court is hereby ordered and directed to enter judgment in favor of the plaintiffs, jointly, against the defendant consistent with the terms and conditions of the Consent Decree attached hereto, and incorporated by reference.

3. Without affecting the finality of this Order in any respect, this Court hereby reserves jurisdiction over such matters concerning solely plaintiffs and defendant, as may properly come before this Court, including, but not limited to, motions and proceedings for the implementation, enforcement and administration of the Consent Decree and this Judgment.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: July 21, 2000.

BY THE COURT.



Hon. Joseph F. Bataillon
U.S. District Judge